



# भारत का राजपत्र The Gazette of India

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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

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भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

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भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

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## कोयला मंत्रालय

नई दिल्ली, 27 मई, 2020

**का.आ. 411**—केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे दी गई सारणी के स्तंभ (2) में विनिर्दिष्ट अधिकारियों को, उक्त अधिनियम के प्रयोजनों के लिए यथा विनिर्दिष्ट 'दि आंध्र प्रदेश मिनरल डेवलपमेंट कारपोरेशन लिमिटेड, मकान संख्या 294/1डी, 100 फीट तादिगाडपा टू एनिकपाडु रोड, कनूर, विजयवाड़ा-521137, आंध्र प्रदेश की अधिकारिता के भीतर आने वाले स्तंभ (5) में विनिर्दिष्ट क्षेत्रों के संबंध में उक्त सक्षम प्राधिकारियों के सामने, उसके स्तंभ (4) में की तत्स्थानी प्रविष्टि में यथाविनिर्दिष्ट ऐसी धाराओं के उपबंधों के लिए सक्षम प्राधिकारी नियुक्त करती है।

## अनुसूची

क्रम संख्या	सक्षम प्राधिकारी के रूप में नियुक्त व्यक्ति का पदनाम	शासकीय पता	अधिनियम की धारा	अधिकारिता का क्षेत्र
(1)	(2)	(3)	(4)	(5)
1.	1. कार्यपालक निदेशक; 2. महाप्रबंधक (वित्त और लेखा) ; 3. मुख्य महाप्रबंधक (कोयला).	दि आंध्र प्रदेश मिनरल डेवलपमेंट कारपोरेशन लिमिटेड, मकान संख्या 294/1डी, 100 फीट तादिगाडपा टू एनिकपाडु रोड, कनूर, विजयवाड़ा-521137, आंध्र प्रदेश.	धारा 4 की उप-धारा (3)	(क) पूर्वक्षेपण कोयला के लिए भूमि में प्रवेश और सर्वेक्षण करना;  (ख) उप मृदा में खोदना या वेधन करना;  (ग) भूमि में कोयला के पूर्वक्षेपण के लिए सभी आवश्यक कार्य किए जाना ;  (घ) भूमि की सीमाएं चिन्हांकित करना जिनमें पूर्वक्षेपण के लिए प्रस्तावित किया जाना है ;  (ङ.) ऐसी सीमाओं और पंक्ति को चिन्हांकित करने के लिए चिन्हों को लगाना;  (च) जहां सर्वेक्षण पूरा नहीं किया जा सकता है और सीमाएं तथा पंक्ति चिन्हांकित किए गए हैं, वहां कम किसी खड़ी फसल, बाड़ या जंगल के किसी भाग को कम और साफ करना ।
2.	1. कार्यपालक निदेशक; 2. महाप्रबंधक (वित्त और लेखा) ; 3. मुख्य महाप्रबंधक (कोयला).	दि आंध्र प्रदेश मिनरल डेवलपमेंट कारपोरेशन लिमिटेड, मकान संख्या 294/1डी, 100 फीट तादिगाडपा टू एनिकपाडु रोड, कनूर, विजयवाड़ा-521137, आंध्र प्रदेश.	धारा 6	कारित होने वाली संभाव्य क्षति की राशि पर प्रतिकर का संदाय और केन्द्रीय सरकार को विवाद निर्दिष्ट करना ।
3.	कोयला नियंत्रक	कोयला नियंत्रक का कार्यालय, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700 001.	धारा 8 की उप-धारा (2)	अर्जन के विरुद्ध आक्षेपों की सुनवाई और केन्द्रीय सरकार को रिपोर्ट प्रस्तुत किया जाना ।
4.	1. कार्यपालक निदेशक; 2. महाप्रबंधक (वित्त और लेखा) ; 3. मुख्य महाप्रबंधक (कोयला).	दि आंध्र प्रदेश मिनरल डेवलपमेंट कारपोरेशन लिमिटेड, मकान संख्या 294/1डी, 100 फीट तादिगाडपा टू	धारा 12  धारा 13 की उप-धारा (5) और (5क)	व्यक्तियों को भूमि का कब्जा अभ्यर्पित करने और उसका कब्जा लेने के लिए नोटिस ।  भूमि तथा पुनर्वास एवं पुनर्स्थापना के प्रतिकर का अवधारण ।

		एनिकपाडु रोड, कनूर, विजयवाड़ा-521137, आंध्र प्रदेश.	धारा 13 की उप- धारा (6)	नुकसानी के लिए प्रतिकर का संदाय जिसकी अधिनियम में कहीं भी उपबंध नहीं किया गया है।
			धारा 14 की उप- धारा (1)	करार द्वारा नियत प्रतिकर का संदाय।
			धारा 14 की उप- धारा (4)	प्रतिकर के संबंध में अधिकरण के समक्ष कथन
			धारा 16	अधिकरण द्वारा अधिनिर्णित व्याज का संदाय।
			धारा 17	प्रतिकर का संदाय।
			धारा 19	केन्द्रीय सरकार द्वारा प्रत्यायोजित शक्तियों और कर्तव्यों का प्रयोग करना।
			धारा 20 की उपधारा (3)	केन्द्रीय सरकार द्वारा अपील की सुनवाई के दौरान रिपोर्ट देना और अपने आदेश का निष्कर्ष देना।
			धारा 21	जानकारी प्राप्त करने की शक्ति।
5.	1. कार्यपालक निदेशक; 2. महाप्रबंधक (वित्त और लेखा); 3. मुख्य महाप्रबंधक (कोयला).	दि आंध्र प्रदेश मिनरल डेवलपमेंट कारपोरेशन लिमिटेड, मकान संख्या 294/1डी, 100 फीट तादिगाडपा टू एनिकपाडु रोड, कनूर, विजयवाड़ा-521137, आंध्र प्रदेश	धारा 22	किसी भी संपत्ति में प्रवेश करने और निरीक्षण करने की शक्ति।

[ फा. सं. 43015/5/2020-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

**MINISTRY OF COAL**New Delhi, the 27<sup>th</sup> May, 2020

**S.O. 411.**—In exercise of the powers conferred by section 3 of the Coal Bearing Areas (Acquisition and Development) Act 1957 (20 of 1957), the Central Government hereby appoints the officers specified in column (2) of the Schedule below to be the competent authorities for the purposes of the said Act and for the provisions of such of the sections as are specified against the said competent authorities in the corresponding entry in column (4) thereof, in respect of the areas specified in column (5) falling within the jurisdiction of 'the Andhra Pradesh Mineral Development Corporation Limited (A State Government of A.P.Undertaking), Door No. 294/1D, 100 Feet Tadigadapa to Enikepadu Road, Kanur, Vijayawada-521137, Andhra Pradesh.

**SCHEDULE**

Sr. No.	Designation of the person appointed as competent authority	Official Address	Section of the Act	Area of Jurisdiction	
(1)	(2)	(3)	(4)	(5)	
1.	1.Executive Director; 2.General Manager (F&A);	The Andhra Pradesh Mineral Development Corporation Limited, Door No . 294/1D, 100	Sub -section (3) of section 4.	(a)	to enter upon and survey the land for prospecting coal;

	3.Chief General Manager (Coal).	Feet Tadigadapa to Enikepadu Road, Kanur, Vijayawada-521137, Andhra Pradesh.		(b)	to dig or bore into the sub -soil;
				(c )	to do all acts necessary to prospect for coal in the land ;
				(d)	to set out boundaries of the land in which prospecting is proposed to be done;
				(e)	to mark such boundaries and line by placing marks; and
				(f)	where survey cannot be completed and the line marked to cut down and clear away any part of standing crop, fence or jungle.
2.	1.Executive Director; 2.General Manager (F&A); 3.Chief General Manager (Coal).	The Andhra Pradesh Mineral Development Corporation Limited , Door No . 294/1D, 100 Feet Tadigadapa to Enikepadu Road, Kanur, Vijayawada-521137, Andhra Pradesh.	Section 6	Payment of compensation on amount of damage likely to be caused and referring dispute to Central Government.	
3.	Coal Controller.	Office of the Coal Controller,1, Council House Street, Kolkata-700001.	Sub-section (2) of section 8	Hearing of objections against acquisition and submitting of report to Central Government.	
4.	1.Executive Director; 2.General Manager (F&A); 3.Chief General Manager (Coal).	The Andhra Pradesh Mineral Development Corporation Limited, Door No . 291/1D, 100 Feet Tadigadapa to Enikepadu Road, Kanur, Vijayawada-521137, Andhra Pradesh.	Section 12	To issue notice to persons to surrender possession of land and take possession thereof.	
			Sub-sections (5) and (5A) of section 13	Determination of Compensation of land and Rehabilitation and Resettlement benefits.	
			Sub-section (6) of section 13	Payment of compensation for damages not provided elsewhere in the Act.	
			Sub-section (1) of section 14	Payment of compensation fixed by agreement.	
			Sub -section (4) of section 14	Statement before the Tribunal regarding compensation.	
			Section 16	Payment of interest on award of the Tribunal.	

			Section 17	Payment of compensation.
			Section 19	To exercise the powers and duties delegated by the Central Government.
			Sub-section (3) of section 20	Giving the report during hearing of appeal by the Central Government and the finding of its order.
			Section 21	Powers to obtain information.
5.	1.Executive Director; 2.General Manager (F&A); 3.Chief General Manager (Coal).	The Andhra Pradesh Mineral Development Corporation Limited, Door No . 294/1D, 100 Feet Tadigadapa to Enikepadu Road, Kanur, Vijayawada-521137, Andhra Pradesh.	Section 22	Power to enter and inspect any property.

[F. No. 43015/5/2020-LA &amp; IR]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 27 मई, 2020

**का.आ. 412.**—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

और, रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/531, तारीख 26 फरवरी, 2020 का जिसमें उक्त अनुसूची में वर्णित भूमि क्षेत्र के ब्यौरे अन्तर्विष्ट है, निरीक्षण कलेक्टर, जिला बलरामपुर और सुरजपुर (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता – 700001 के कार्यालय में या मुख्य महाप्रबंधक, केन्द्रीय खान आयोजन एवं डिजाइन संस्थान लिमिटेड, गोंदवाना पैलेस, कांके रोड, रांची-834 031, झारखंड या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पूर्वोक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

ऊपर उल्लिखित अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति—

- भूमि के संपूर्ण या किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन के प्रति आक्षेप कर सकेगा; या
- उक्त अधिनियम की धारा 4 की उप धारा (3) के अधीन की गई कार्रवाई से हुए नुकसान या सम्भावित नुकसान अधिनियम की धारा 6 के अधीन किसी नुकसान के लिए प्रतिकर का दावा कर सकेगा; या
- उक्त अधिनियम की धारा 13 की उपधारा (1) के अधीन प्रभावहीन हो गई पूर्वक्षण अनुज्ञप्तियों के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन प्रभावहीन हो गए खनन पट्टे के लिए प्रतिकर का दावा कर सकेगा और उक्त अधिनियम की धारा 13 की उप-धारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों के संबंध में उपगत व्यय को दर्शाने के लिए उक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन की अवधि के भीतर भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व), साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेगा।

### अनुसूची

मदननगर ओसीपी (उत्तर और दक्षिण ब्लाक), भटगांव क्षेत्र,  
जिला-बलरामपुर और सुरजपुर (छत्तीसगढ़)

[ रेखांक संख्या-एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/531 तारीख 26 फरवरी, 2020 ]

#### (क) राजस्व भूमि:

क्रम सं.	ग्राम का नाम	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	जगन्नाथपुर	93	प्रतापपुर	सुरजपुर	313.900	भाग
2.	मदननगर	95	प्रतापपुर	सुरजपुर	870.740	भाग
3.	कनकनगर	86	प्रतापपुर	सुरजपुर	227.850	भाग
4.	चउरा	60	राजपुर	बलरामपुर	529.554	भाग
कुल : 1942.044 हेक्टर (लगभग) या 4798.79 एकड़ (लगभग)						

#### (ख) आरक्षित वन भूमि:

क्रम सं.	कम्पार्टमेंट संख्या	उपमंडल	मंडल	क्षेत्र हेक्टर में	टिप्पणियां
1.	पी 2	राजपुर	बलरामपुर	123.200	भाग
2.	पी 6	प्रतापपुर	सुरजपुर	270.000	भाग
3.	पी 5	प्रतापपुर	सुरजपुर	65.000	भाग
कुल :- 458.200 हेक्टर (लगभग) या 1132.21 एकड़ (लगभग)					

कुल योग(क+ख)= 2400.244 हेक्टर (लगभग)  
या 5931.00 एकड़ (लगभग)

1. ग्राम जगन्नाथपुर (भाग) में अर्जित किये जाने वाले भूखंड संख्या: 2 से 159, 162 से 178, 180 से 183, 954(भाग) से 956(भाग), 957 से 1147, 1148(भाग), 1149(भाग), 1150 से 1152, 1154(भाग), 964/1753, 1051/1756.
2. ग्राम मदननगर (भाग) में अर्जित किये जाने वाले भूखंड संख्या: 5(भाग), 6, 7 (भाग), 8(भाग) से 10(भाग), 12(भाग), 19(भाग), 21(भाग), 23(भाग), 25(भाग) से 28(भाग), 29 से 177, 179 से 318, 320 से 1156, 771/1157.
3. ग्राम कनकनगर (भाग) में अर्जित किये जाने वाले भूखंड संख्या: 1 से 199, 200(भाग), 212(भाग), 213 से 373, 374(भाग) से 377(भाग), 382(भाग), 384, 354/442.
4. ग्राम चउरा (भाग) में अर्जित किये जाने वाले भूखंड संख्या: 1 से 91, 92(भाग), 94 से 98, 100, 150/1(भाग), 150/2(भाग), 150/5 से 150/15, 150/17 से 150/23, 150/24(भाग), 150/25(भाग), 150/26 से 150/35, 150/37 से 150/63, 151 से 172, 173(भाग), 174, 175, 176(भाग), 179(भाग), 180, 181(भाग), 182(भाग), 200/1 (भाग), 200/2 से 200/4, 200/5(भाग), 200/6 से 200/11, 200/15, 200/18, 200/22 से 200/24, 200/25(भाग), 200/26, 200/28 से 200/40, 200/46, 200/47, 200/55, 200/56, 1040, 1042, 1055/1, 1055/68, 1057/1 से 1057/47, 1070/1 से 1070/27.

#### सीमा वर्णन:

क-ख रेखा ग्राम जगन्नाथपुर में बिन्दु 'क' से आरंभ होती है और ग्राम जगन्नाथपुर के पश्चिम भाग, ग्राम मदननगर के भागतः पश्चिमी सीमा के साथ-साथ गुजरती हुई बिन्दु 'ख' पर मिलती है।

ख-ग	रेखा बिन्दु 'ख' से आरंभ होती है और ग्राम मदननगर के भागतः पश्चिमी सीमा के साथ-साथ गुजरती हुई बिन्दु 'ग' पर मिलती है।
ग-घ-ङ	रेखा बिन्दु 'ग' से आरंभ होती है और कर्माटमेंट संख्या पी 6 के उत्तरी भाग, बिन्दु 'घ' से गुजरती हुई बिन्दु 'ङ' पर मिलती है।
ङ-च	रेखा बिन्दु 'ङ' से आरंभ होती है और कर्माटमेंट संख्या पी 5 के दक्षिणी भाग से गुजरती हुई बिन्दु 'च' पर मिलती है।
च-छ	रेखा बिन्दु 'च' से आरंभ होती है और ग्राम कनकनगर और चउरा के पूर्वी भाग, कर्माटमेंट संख्या पी 2 के पश्चिमी भाग से गुजरती हुई बिन्दु 'छ' पर मिलती है।
छ-ज-क	रेखा बिन्दु 'छ' से आरंभ होती है और ग्राम चउरा के दक्षिणी भाग, बिन्दु 'ज', ग्राम जगन्नाथपुर के मध्य भाग से गुजरती हुई, आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/06/2020-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 27th May, 2020

**S.O. 412.**—Whereas, it appears to the Central Government that Coal is likely to be obtained from the land in the locality mentioned in the Schedule annexed hereto;

And, whereas, the plan bearing number SECL/ BSP/GM(PLG)/LAND/ 531, dated the 26<sup>th</sup> February, 2020 containing the details of the area of land described in the said Schedule may be inspected at the office of the Collector, District Balrampur and Surajpur (Chhattisgarh) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the Chief General Manager, Central Mine Planning and Design Institute Limited, Gondwana Place, Kanke Road, Ranchi-834 031, Jharkhand or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur -495006 (Chhattisgarh).

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in the land described in the aforesaid Schedule;

Any person interested in the land described in the above mentioned Schedule may-

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over such land; or
- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub section (3) of Section 4 of the said Act; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of Section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the Officer-In-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh) within a period of ninety days from the date of publication of this notification in the Official Gazette .



**SCHEDULE**

Madannagar OCP (North and South Block), Bhatgaon Area,  
District-Balrampur and Surajpur, Chhattisgarh

[ Plan bearing number SECL/BSP/GM (PLG)/LAND/ 531, dated the 26<sup>th</sup> February, 2020 ]

**(A) Revenue Land:**

Sl. No.	Name of village	Village number	Tahsil	District	Area in hectares	Remarks
1.	Jagannathpur	93	Pratappur	Surajpur	313.900	Part
2.	Madannagar	95	Pratappur	Surajpur	870.740	Part
3.	Kanaknagar	86	Pratappur	Surajpur	227.850	Part
4.	Chaura	60	Rajpur	Balrampur	529.554	Part
<b>Total: 1942.044 hectares (approximately) or 4798.79 acres (approximately)</b>						

**(B) Reserve Forest Land:**

Sl. No	Compartment number	Sub Division	Division	Area in hectares	Remarks
1.	P 2	Rajpur	Balrampur	123.200	Part
2.	P 6	Pratappur	Surajpur	270.000	Part
3.	P 5	Pratappur	Surajpur	65.000	Part
<b>Total: 458.200 hectares (Approximately) or 1132.21 acres (Approximately)</b>					

Grand total (A+B): 2400.244 hectares (approximately)  
or 5931.00 acres (approximately)

- Plot numbers to be acquired in village Jagannathpur (Part): 2 to 159, 162 to 178, 180 to 183, 954(P) to 956(P), 957 to 1147, 1148(P), 1149(P), 1150 to 1152, 1154(P), 964/1753, 1051/1756.
- Plot numbers to be acquired in village Madannagar (Part): 5(P), 6, 7(P), 8(P) to 10 (P), 12(P), 19(P), 21(P), 23(P), 25(P) to 28(P), 29 to 177, 179 to 318, 320 to 1156, 771/1157.
- Plot numbers to be acquired in village Kanaknagar (Part): 1 to 199, 200(P), 212(P), 213 to 373, 374(P) to 377(P), 382(P), 384, 354/442.
- Plot numbers to be acquired in village Chaura (Part): 1 to 91, 92(P), 94 to 98, 100, 150/1(P), 150/2(P), 150/5 to 150/15, 150/17 to 150/23, 150/24(P), 150/25(P), 150/26 to 150/35, 150/37 to 150/63, 151 to 172, 173(P), 174, 175, 176(P), 179(P), 180, 181(P), 182(P), 200/1(P), 200/2 to 200/4, 200/5(P), 200/6 to 200/11, 200/15, 200/18, 200/22 to 200/24, 200/25(P), 200/26, 200/28 to 200/40, 200/46, 200/47, 200/55, 200/56, 1040, 1042, 1055/1 1055/68, 1057/1 to 1057/47, 1070/1 to 1070/27.

**Boundary description:**

- A-B Line starts from point 'A' in village Jagannathpur and passes through western part of village Jagannathpur, along partly western boundary of village Madannagar and meets at point 'B'.
- B-C Line starts from point 'B' and passes along partly western boundary of village Madannagar and meets at point 'C'.
- C-D-E Line starts from point 'C' and passes through northern part of compartment number P 6, point 'D' and meets at point 'E'.
- E-F Line starts from point 'E' and passes through southern part of compartment number P 5 and meets at point 'F'.
- F-G Line starts from point 'F' and passes through eastern part of village Kanaknagar and Chaura, western part of compartment number P 2 and meets at point 'G'.



G-H-A Line starts from point 'G' and passes through southern part of village Chaura, point 'H', middle part of village Jagannathpur and meets at starting point 'A'.

[F. No. 43015/06/2020-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 27 मई, 2020

**का.आ. 413.**—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है ;

और, उक्त अनुसूची में वर्णित क्षेत्र के व्यौरों को अंतर्विष्ट करने वाले रेखांक संख्या सी- I(ई)III/एफएफआर/955/0220, तारीख 25 फरवरी, 2020, का निरीक्षण, वेस्टर्न कोलफील्ड्स लिमिटेड, (भूमि और राजस्व विभाग), कोल इस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) के कार्यालय में या मुख्य महाप्रबंधक (खोज प्रभाग), केन्द्रीय खान योजना एवं डिजाइन संस्थान लिमिटेड, गोंडवाना पॅलेस, कांके रोड, रांची - 834 001, झारखंड के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 के कार्यालय में या जिला कलेक्टर, जिला बेतुल (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

अतः, अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

2. उक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति –

- (i) भूमि के संपूर्ण या किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन के प्रति आक्षेप कर सकेगा; अथवा
- (ii) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्रवाई से हुई या होने वाली संभावित किसी नुकसान के लिए उक्त अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा ; अथवा
- (iii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन पूर्वोक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के लिए प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) तक में विनिर्दिष्ट मदों की बाबत उपगत व्यय को दर्शाने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चाटों और अन्य दस्तावेजों को परिदत्त कर सकेगा,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन की अवधि के भीतर, क्षेत्रीय महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, पाथाखेड़ा क्षेत्र, तहसील घोडाडोंगरी, जिला बैतूल, मध्य प्रदेश-460449 या विभागाध्यक्ष, वेस्टर्न कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, कोल इस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) को भेज सकेगा।

**अनुसूची**  
गांधीग्राम भूमिगत खान  
पाथाखेड़ा क्षेत्र  
जिला बैतूल (मध्य प्रदेश)

(रेखांक संख्या सी- 1(ई)/ III/एफएफआर/956-0220, तारीख 25 फरवरी, 2020)

<b>भाग - I</b>									
क्र. सं.	ग्राम का नाम	पटवारी सर्किल/कम्पार्टमेंट संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में				टिप्पणी
					अभिधृति	सरकारी	वन	कुल	
1	गांधीग्राम	5	घोडाडोंगरी	बैतूल	53.253	25.175	182.69	261.118	भाग
2	आरक्षित वन भूमि	324, 325, 330	घोडाडोंगरी	बैतूल	0.00	0.00	367.946	367.946	भाग
कुल:					53.253	25.175	550.636	629.064	
<b>भाग - II</b>									
1	गांधीग्राम	5	घोडाडोंगरी	बैतूल	9.724	2.454	5.541	17.719	भाग
2	भोगई - खापा	6	घोडाडोंगरी	बैतूल	5.616	0.144	0.00	5.76	भाग
3	आरक्षित वन भूमि	328	घोडाडोंगरी	बैतूल	0.00	0.00	2.075	2.075	भाग
कुल:					15.34	2.598	7.616	25.554	
<b>कुल (भाग-I+ भाग- II)</b>					<b>68.593</b>	<b>27.773</b>	<b>558.252</b>	<b>654.618</b>	

कुल योग: 654.618 हेक्टेयर (लगभग)

अथवा 1617.56 एकड़ (लगभग)

**भाग - I**

(1) ग्राम गांधीग्राम की सीमा के अर्जन के भीतर भूखंड संख्यांक :

25, 27, 28, 30, 32, 33, 34, 35, 36, 37, 38, 39, 40, 44, 45, 46, 47, 48, 49, 50, 51, 53, 54, 55, 56, 58, 59, 60, 63, 64, 65, 66, 67, 69, 70, 71, 73, 76, 77, 79, 80, 81, 82, 83, 85, 86, 87, 88, 90, 93, 95, 96, 98, 99, 100, 101, 102, 107, 109, 111, 113, 115, 116, 117, 119, 121, 124, 126, 128, 129, 131, 133, 136, 138, 140, 141, 142, 143, 144, 145, 3 (वत्त), 103 (वत्त).

**(2) सरकारी भूमि :**

24, 26, 29, 31, 41, 42, 43, 52, 57, 61, 62, 68, 72, 74, 75, 78, 84, 89, 91, 92, 94, 97, 106, 108, 110, 112, 114, 118, 120, 122, 123, 125, 127, 130, 132, 134, 135, 137, 139, 146.

**(3) आरक्षित वन भूमि :**

324 (भाग), 325 (भाग), 330 (भाग).

**भाग - II**

(1) ग्राम गांधीग्राम की सीमा के अर्जन के भीतर भूखंड संख्यांक : 7 (भाग), 8 (भाग), 9 (भाग), 10 (भाग), 103 (भाग), 17 (भाग), 18 (भाग), 19 (भाग), 20 (भाग), 147 (भाग), 148 (भाग), 149 (भाग), 150 (भाग), 152 (भाग), 155 (भाग), 156 (भाग).

**(2) सरकारी भूमि :**

6 (भाग), 151 (भाग), 153 (भाग), 154 (भाग), 157 (भाग), 158 (भाग).

(3) ग्राम भोगईखापा की सीमा के अर्जन के भीतर भूखंड संख्यांक :

213 (भाग), 214, 215/2 (भाग), 216 (भाग), 217 (भाग), 218 (भाग), 219 (भाग), 220/2 (भाग), 221/2, (भाग), 222 (भाग), 223/1 – 223/2 (भाग), 241 (भाग), 244 (भाग), 247 (भाग), 248 (भाग).

**(4) आरक्षित वन भूमि :**

कम्पार्टमेंट संख्या 328 (आरक्षित वन).

**सीमा वर्णन : (भाग - I)**

क-ख-ग-घ-ङ-च : रेखा ग्राम गांधीग्राम की सीमा पर स्थित बिन्दु 'क' से आरंभ होकर उत्तर-पूर्व दिशा में ग्राम शक्तीगढ़ और ग्राम गांधीग्राम की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'क'-'ख'-'ग'-'घ'-'ङ' से होकर गुजरती है और बिन्दु 'च' पर मिलती है।

च-छ-ज-झ-ञ : रेखा बिन्दु 'च' से आरंभ होकर कम्पार्टमेंट संख्या 324 के साथ-साथ होती हुई उत्तर-पश्चिम दिशा में, फिर पूर्वोत्तर दिशा में बिन्दु 'छ'-'ज'-'झ' से होती हुई कम्पार्टमेंट संख्या 324 में स्थित बिन्दु 'ञ' पर मिलती है।

- ज-ट-ठ : रेखा वन कम्पार्टमेंट संख्या 324 में स्थित बिन्दु 'ज' से आरंभ होकर पूर्वोत्तर दिशा में बिन्दु 'ट' से होकर फिर दक्षिण-पश्चिम दिशा से होती हुई बिन्दु 'ठ' पर मिलती है।
- ठ-ड-ढ : रेखा बिन्दु 'ठ' से आरंभ होकर पूर्वोत्तर दिशा में बिन्दु 'ड' से होती हुई कम्पार्टमेंट संख्या 325 में स्थित बिन्दु 'ढ' पर मिलती है।
- ढ-ण-त : रेखा बिन्दु 'ढ' से आरंभ होकर दक्षिण-पश्चिम दिशा में बिन्दु 'ण' से होती हुई कम्पार्टमेंट संख्या 330 में स्थित बिन्दु 'त' पर मिलती है।
- त-थ-द : रेखा बिन्दु 'त' से आरंभ होकर दक्षिण-पूर्व दिशा में बिन्दु 'थ' से होकर कम्पार्टमेंट संख्या 325 में स्थित बिन्दु 'द' पर मिलती है।
- द-ध-न-प : रेखा बिन्दु 'द' से आरंभ होकर दक्षिण-पश्चिम दिशा में बिन्दु 'ध-न' से होकर बिन्दु 'प' पर मिलती है।
- प-फ-ब-भ : रेखा बिन्दु 'प' से आरंभ होकर, दक्षिण-पश्चिम दिशा में बिन्दु 'फ – ब' से होती हुई ग्राम गांधीग्राम की सीमा और कम्पार्टमेंट संख्या 330 की सीमा पर स्थित बिन्दु 'भ' पर मिलती है।
- भ-म-य-क : रेखा बिन्दु 'भ' से आरंभ होकर दक्षिण-पश्चिम दिशा में बिन्दु 'म' से होकर पश्चिम दिशा में ग्राम गांधीग्राम में स्थित बिन्दु 'म – य' से होती हुई ग्राम गांधीग्राम की सीमा पर स्थित बिन्दु 'क' पर समाप्त होती है।

### सीमा वर्णन : (भाग - II)

- क1-ख1-ग1 : रेखा ग्राम गांधीग्राम में बिन्दु 'क 1' से आरंभ होकर, में गांधीग्राम भूमिगत खान की खान सीमा के साथ-साथ पूर्वोत्तर दिशा से होकर गुजरती है और फिर बिन्दु 'ख1' से होती हुई बिन्दु 'ग1' पर मिलती है।
- ग1-घ1-ड.1 : रेखा बिन्दु 'ग1' से आरंभ होकर पूर्व दिशा में बिन्दु 'घ1' से होकर गुजरती है फिर दक्षिण दिशा से होकर बिन्दु 'ड.1' पर मिलती है।
- ड.1-च1-छ1 : रेखा बिन्दु 'ड.1' से आरंभ होकर पश्चिम दिशा होकर गुजरती है फिर दक्षिण-पश्चिम दिशा में मुड़ती हुई बिन्दु 'च1' से गुजरती हुई दक्षिण दिशा में बिन्दु 'छ1' पर मिलती है।
- छ1-ज1-झ1-ञ1 : रेखा बिन्दु 'छ1' से आरंभ होकर, दक्षिण-पश्चिम दिशा में बिन्दु 'ज1 – झ1' से होकर उत्तर दिशा में भूखंड संख्यांक 157, 158, 159 की पश्चिमी सीमा के साथ-साथ होती हुई बिन्दु 'ञ1' पर मिलती है।

- ज1-ट1 : रेखा बिन्दु 'ज1' आरंभ होकर, पश्चिम दिशा से होती हुई भूखंड संख्यांक 18, 19, 10, 9, 8, 7 से होती हुई ग्राम गांधीग्राम की सीमा को पार करती है फिर भागईखापा ग्राम पर बिन्दु 'ट1' पर मिलती है।
- ट1-ठ1-ड1 : रेखा बिन्दु 'ट1' से आरंभ होती है और बिन्दु 'ठ1' से होकर दक्षिण दिशा से होकर गुजरती है, फिर भू-खंड संख्यांक 223/1, 221/2, 220/2, 219, 218, 215/2, 214, 244, 248 से होती हुई ग्राम भोगईखापा की सीमा को पार करते हुए वन कम्पार्टमेंट संख्या 328 में स्थित बिन्दु 'ड1' पर मिलती है।
- ड1-ढ1-ण1 : रेखा बिन्दु 'ड1' से आरंभ होकर तवा पुल को पार करती हुई बिन्दु 'ढ1' से होकर गुजरती है, फिर दक्षिण-पश्चिम दिशा से होती हुई बिन्दु 'ण1' पर मिलती है।
- ण1-त1-थ1 : रेखा बिन्दु 'ण1' से आरंभ होकर पूर्वोत्तर दिशा से होती हुई तवा पुल पार करती हुई बिन्दु 'त1' से होकर ग्राम भोगईखापा में स्थित बिन्दु 'थ1' पर मिलती है।
- थ1-द1 : रेखा बिन्दु 'थ1' से आरंभ होकर उत्तर दिशा से होती हुई बिन्दु 'द1' पर मिलती है।
- द1-ध1-न1 : रेखा बिन्दु 'द1' से आरंभ होकर पूर्व दिशा से होती हुई फिर बिन्दु 'ध1' से गुजरती है और बिन्दु 'न1' पर मिलती है।
- न1-क1 : रेखा बिन्दु 'न1' से आरंभ होकर पूर्वोत्तर दिशा में राजस्व वन संख्या 103 से होकर बिन्दु 'क1' पर समाप्त होती है।

[फा.सं. 43015/07/2020-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 27th May, 2020

**S.O. 413.**—Whereas, it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto ;

And whereas, the plan bearing number C-I (E) III/FFR/956-0220, dated the 25<sup>th</sup> February, 2020, containing the details of the areas described in the said Schedule can be inspected at the office of the Western Coalfields limited (Land and Revenue Department), Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra) or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Palace, Kanke Road, Ranchi – 834 001, Jharkhand or at the office of the Coal Controller, 1, Council House Street, Kolkata – 700001 or at the office of the District Collector, District Betul (Madhya Pradesh).

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from land described in the said Schedule.

2. Any persons interested in the land described in the said Schedule may –

- (i) object to the acquisition of the whole or any part of the land, or of any rights in or over the said land; or

- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 of the said Act ; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the Area General Manager, Western Coalfields Limited, Pathakhara Area, Tahsil Ghoradongri, District Betul, Madhya Pradesh- 460449 or Head of Department, Western Coalfields Limited, Land and Revenue Department, Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra) within a period of ninety days from the date of publication of this notification in the Official Gazette.

### SCHEDULE

Gandhigram Underground Mine  
Pathakhara Area  
District Betul (Madhya Pradesh)

[ Plan bearing number C-I (E) III/FFR/956-0220, dated the 25<sup>th</sup> February, 2020 ]

Part I									
Sl. No.	Name of Village	PC / Compartment No.	Tahsil	District	Area (in hectares) (approximately)				Remarks
					Tenancy	Govt.	Forest	Total	
1	Gandhigram	5	Ghoradongri	Betul	53.253	25.175	182.69	261.118	Part
2	Reserved Forest	324, 325, 330	Ghoradongri	Betul	0.00	0.00	367.946	367.946	Part
sub-total :					53.253	25.175	550.636	629.064	
Part II									
1	Gandhigram	5	Ghoradongri	Betul	9.724	2.454	5.541	17.719	Part
2	Bhogaikhapa	6	Ghoradongri	Betul	5.616	0.144	0.00	5.76	Part
3	Reserved Forest	328	Ghoradongri	Betul	0.00	0.00	2.075	2.075	Part
Sub-total :					15.34	2.598	7.616	25.554	
Total (Part I and Part II)					68.593	27.773	558.252	654.618	

Grand Total: 654.618 hectares (approximately)  
or 1617.56 acres (approximately)

### Part I

(1) Plot numbers within acquisition of boundary in village Gandhigram:

25, 27, 28, 30, 32, 33, 34, 35, 36, 37, 38, 39, 40, 44, 45, 46, 47, 48, 49, 50, 51, 53, 54, 55, 56, 58, 59, 60, 63, 64, 65, 66, 67, 69, 70, 71, 73, 76, 77, 79, 80, 81, 82, 83, 85, 86, 87, 88, 90, 93, 95, 96, 98, 99, 100, 101, 102, 107, 109, 111, 113, 115, 116, 117, 119, 121, 124, 126, 128, 129, 131, 133, 136, 138, 140, 141, 142, 143, 144, 145, 3 (Forest), 103 (Forest).

(2) Government Land :

24, 26, 29, 31, 41, 42, 43, 52, 57, 61, 62, 68, 72, 74, 75, 78, 84, 89, 91, 92, 94, 97, 106, 108, 110, 112, 114, 118, 120, 122, 123, 125, 127, 130, 132, 134, 135, 137, 139, 146.

**(3) Reserve Forest Land :**

Compartment No. 324 (Part), Compartment No. 325 (Part), Compartment No. 330 (Part).

**Part II****(1) Plot numbers within acquisition of boundary in village Gandhigram :**

7 (Part), 8 (Part), 9 (Part), 10 (Part), 103 (Part), 17 (Part), 18 (Part), 19 (Part), 20 (Part), 147 (Part), 148 (Part), 149 (Part), 150 (Part), 152 (Part), 155 (Part), 156 (Part).

**(2) Government Land :**

6 (Part), 151 (Part), 153 (Part), 154 (Part), 157 (Part), 158 (Part).

**(3) Plot numbers within acquisition of boundary in village Bhogaikhapa :**

213 (Part), 214 , 215/2 (Part), 216 (Part), 217 (Part), 218 (Part), 219 (Part), 220/2 (Part), 221/2 (Part), 222 (Part), 223/1- 223/2 (Part), 241 (Part), 244 (Part), 247 (Part), 248 (Part).

**(4) Reserve Forest Land :**

Compartment No. 328 (Part)

**Boundary description: ( PART– I )**

A-B-C-D-E-F : Line starts from Point 'A' on boundary of village Gandhigram and passes in North-East direction through Point 'A'-'B'-'C'-'D'-'E' on the common village boundary of village Shaktigarh and Gandhigram and meets at Point 'F'.

F – G – H – I – J : Line starts from Point 'F' passes along the Compartment Number 324 passes in West direction then in North-East direction through Points 'G'-'H'-'I' and meets at Point 'J' in Compartment Number 324.

J – K – L : Line starts from Point 'J' in Forest Compartment Number 324, passes in North-East direction through Point 'K', then passes in South-West direction and meets at Point 'L'.

L – M – N : Line starts from Point 'L', passes in North-East direction through Point 'M' and meets at Point 'N' in Compartment Number 325.

N – O – P : Line starts from Point 'N' in Compartment Number 325, passes in South-West direction through Point 'O', and meets at Point 'P' in Compartment Number 330.

P – Q – R : Line starts from Point 'P', passes in South-East direction through Point 'Q' and meets at Point 'R' in Compartment Number 325.

R – S – T – U : Line starts from Point 'R', passes in South-West direction through Point 'S - T' and meets at Point 'U'.

U – V – W – X : Line starts from Point 'U', passes in South-West direction through Point 'V-W' and meets at Point 'X' on boundary of village Gandhigram and boundary of Compartment Number 330.

X – Y – Z – A : Line starts from Point 'X', passes in South-West direction through Point 'Y' then passes in West direction through Point 'Y-Z' in village Gandhigram and ends at Point 'A' on the boundary of village Gandhigram.

**Boundary description: ( PART – II )**

A1-B1-C1 : Line starts from Point 'A1', in village Gandhigram passes along the mine boundary of Gandhigram Underground Mine in North-East direction, then passes through point B1 and meets at point 'C1'.



C1 –D1-E1 :	Line starts from point 'C1' passes in East direction through point 'D1', then passes in South direction and meets at point E1
E1 –F1-G1 :	Line starts from Point 'E1', passes in West direction then turns in South-West direction passes through point 'F1' and meets at Point 'G1'.
G1 –H1-I1-J1 :	Line starts from Point 'G1', passes in South-West direction through points 'H1'-'I1', passes in North direction along with West boundary of Plot Numbers 157, 158, 159 and meets at Point 'J1'.
J1 –K1 :	Line starts from Point 'J1', passes in West direction crosses the boundary of village Gandhigram passes through Plot Numbers 18, 19, 10, 9, 8, 7 then meets at point 'K1' in village Bhogaikhapa.
K1 –L1-M1 :	Line starts from Point 'K1', passes in South direction through point 'L1', crosses the boundary of village Bhogaikhapa passes through Plot Numbers 223/1, 221/2, 220/2, 219, 218, 215/2, 214, 244, 248 and meets at point M1 in Forest Compartment Number 328.
M1 –N1- O1:	Line starts from Point 'M1', crosses the Tawa bridge, passes through point 'N1', then passes in South-West direction and meets at point 'O1'.
O1–P1- Q1 :	Line starts from Point 'O1', passes in North-East direction, crosses the Tawa Bridge, passes through point P1 and meets at point Q1 in village Bhogaikhapa.
Q1 – R1 :	Line starts from Point 'Q1', passes in North direction and meets at Point 'R1'.
R1 – S1-T1 :	Line starts from Point 'R1', passes in East direction, then passes through point S1 and meets at point T1.
T1 – A1 :	Line started from Point 'T1', passes in North-East direction from Revenue Forest Number 103, ends at Point 'A1'.

[F. No. 43015/07/2020-LA&amp;IR]

RAM SHIROMANI SAROJ, Dy. Secy.

### श्रम एवं रोजगार मंत्रालय

#### शुद्धिपत्र

नई दिल्ली, 21 मई, 2020

**का.आ. 414.**—इस मंत्रालय की दिनांक 23/04/2019 की अधिसूचना सं. एल 12011/37/2010-आई आर (बी.-II) के पंचाट संदर्भ सं. 17/2011 में निम्नलिखित संशोधन किया जाता है :—

पंचाट सं. 17/2011 के पृष्ठ सं० 13 पक्ति सं. 3 एवं 4 पर रिजल्ट हैंडिंग में

#### पढ़ा जाये

**“As such, the workman is not entitled to any relief as prayed for”**

#### के स्थान पर

**“As such, the workman is entitled to any relief as prayed for”**

[सं. एल-12011/37/2010-आई आर (बी.-II)]

सीमा बंसल, अनुभाग अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT****CORRIGENDUM**New Delhi, the 21<sup>st</sup> May, 2020

**S.O. 414.**—This Ministry's Notification No. L-12011/37/2010- IR (B-II) dated 23.04.2019 in Award I.D. No. 17/2011 is amended as under:-

The 3<sup>rd</sup> & 4th line at page No. 13 of Award I.D. No. 17/2011 under heading **Result**, may be Read As :-

**“As such, the workman is not entitled to any relief as prayed for”**

**instead of :-**

**“As such, the workman is entitled to any relief as prayed for”.**

[No. L-12011/37/2010-IR(B-II)]

SEEMA BANSAL, Section Officer

**ANNEXURE**

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT  
HYDERABAD**

**Present:** Sri MURALIDHAR PRADHAN, Presiding Officer

Dated the 25<sup>th</sup> day of March, 2019

**INDUSTRIAL DISPUTE No. 17/2011****Between:**

The President,  
Allahabad Bank Employees Union,  
Shalimar Apartments, Yousufguda,  
Hyderabad – 500 038.

...Petitioner

**AND**

The Zonal Manager,  
Allahabad Bank, Zonal Office,  
3-6-435, I & II Floors, Main Road,  
Himayathnagar, Hyderabad – 500 029.

...Respondent

**Appearances:**

For the Petitioner : M/s. Kadari Rama Reddy & Y. Ranjith Reddy, Advocates

For the Respondent : Sri K. Laxminarayana, Advocate

**CORRIGENDUM**

The award was passed on 25.3.2019 and was published in the official gazette vide notification File No. L-12011/37/2010-IR(B-II) dated 23.4.2019.

Advocate for the Respondent management has filed a petition along with the copy of the award passed in this ID for necessary correction of the Award in the 'Result' portion.

Perused the copy of the award along with the petition and the case record. In fact, out of oversight, a typographical error in the 'Result' portion it has been mentioned,

**“As such, the workman is entitled to any relief as prayed for”**

The word ‘not’ was omitted, it is a typographical error which needs immediate correction. Accordingly, it is corrected as “not entitled”

MURALIDHAR PRADHAN, Presiding Officer

नई दिल्ली, 21 मई, 2020

**का.आ. 415.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक आफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, ईरनाकुलम, कोचीन के पंचाट (संदर्भ सं. 28/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 21.05.2020 को प्राप्त हुआ था।

[सं. एल-39025/01/2020-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 21<sup>st</sup> May, 2020

**S.O. 415.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/2016) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, ERNAKULAM, COCHIN as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 21.05.2020.

[No. L-39025/01/2020-IR(B-II)]

SEEMA BANSAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT, ERNAKULAM

**Present:** Shri. V .Vijaya Kumar, B. Sc, LLM, Presiding Officer

(Thursday the 23<sup>rd</sup> day of January 2020, 3 Magha 1941)

#### ID No. 28/2016

Workman : Smt.V. Sulochana  
Sajini Bhavanam  
Muthupilakkad P.O.  
Sasthamcottah  
Kollam - 690520

By Adv.D.Mini Rajan

Management : 1. The Deputy Regional Manager  
Central Bank of India  
Regional Office, Post Box No. 98  
Gopal Building, Thyvila Road  
Trivandrum - 695005

2. The Branch Manager  
Central Bank of India  
Karunagappally Branch  
Kollam - 690518

By M/s. Peter & Karunakar

This case coming up for final hearing on 06.01.2019 and this Tribunal-cum-Labour Court on 23.01.2020 passed the following:

**AWARD**

1. This is an industrial dispute filed U/s 2(A)(2) of ID Act, 1947. The worker filed this industrial dispute against the order of compulsory retirement with superannuation benefits issued by the management. The worker filed the claim statement and the managements filed their written statement denying the allegations in the claim statement. There was no representation for the workman for some time. On 04.04.2019 because of continuous absence, the worker was set exparte. On 06.01.2020 the Counsel for the worker filed a memo to the effect that the worker is not interested in proceeding with the industrial dispute any further. Hence she also requested that the industrial dispute may be dismissed as not pressed.

2. As the worker is not interested in proceedings with the dispute any further, no award can be passed in this industrial dispute. In these circumstances a “no dispute award” is passed in this industrial dispute.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and passed by me on this the 23<sup>rd</sup> day of January, 2020.

V. VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 22 मई, 2020

**का.आ. 416.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोरपोरेशन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 32/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.05.2020 को प्राप्त हुआ था।

[सं. एल-12012/32/2011-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 22nd May, 2020

**S.O. 416.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2011) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Corporation Bank and their workmen, received by the Central Government on 22.05.2020.

[No. L-12012/32/2011-IR(B-II)]

SEEMA BANSAL, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
BANGALORE**

DATED : 05<sup>TH</sup> MAY, 2020

**PRESENT :** JUSTICE SMT. RATNAKALA, Presiding Officer

**CR 32/2011****I Party**

Sh. Noorahmed Hussainsab  
Golandaz,  
R/o Baharpeth Galli,  
C/o Haji Hussain Sab Golandaz,  
Jamkhandi, Bagalkot Distt,  
Karnataka - 587301.

**Appearance**

Advocate for I Party : Mr. Nandish Patil

Advocate for II Party : Mr. Pradeep S. Sawkar

**II Party**

The Asstt. General Manager,  
Corporation Bank,  
H.O., Near Mangaladevi Temple  
Road, P.B. No. 88,  
Mangalore - 575001.

**AWARD**

The Central Government vide Order No. L-12012/32/2011-IR(B-II) dated 17.08.2011 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

**“Whether the action of the management of Corporation Bank, Mangalore in imposing punishment of discharging Sh. Noorahmed Hussainsab Golandaz, Ex-Clerk from service of bank vide order dated 26.09.2009 is legal and justified? What relief the concerned workman is entitled to?”**

1. The 1<sup>st</sup> Party herein is the former employee of the 2<sup>nd</sup> Party Bank who is discharged from service as a measure of punishment after the charges against him came to be proved in the Departmental Enquiry. He was appointed as an Award Staff in the year 1985, subsequently, promoted to the post of the Clerk in the year 1992. He was Charge Sheeted on certain allegations and was tried in the Departmental Enquiry. The Enquiry Officer held that the charges are proved; acting on the Enquiry Report, Disciplinary Authority discharged him from service. In his Claim Statement, the 1<sup>st</sup> Party questions the fairness of the Enquiry, correctness of the Report of the Enquiry Officer and the legality of the Punishment Order.

2. The 2<sup>nd</sup> Party in their Counter Statement denied the allegations and justified the action taken against him.

3. Vide Order dated 25.03.2015, the Domestic Enquiry held against the workman is endorsed as fair and proper.

4. Argument heard from both sides on merits.

5. The gist of Charge Sheet allegations against the 1<sup>st</sup> Party workman was,

Firstly, he went to the Branch on 08.09.2008, and applied for one day's casual leave and left the premises; after sometime, he entered the Branch premises and created unruly scene by staying in the customers lobby; he closed the cash window of Receipts Cash Counter and caused obstruction to the customers in remitting cash; he did not heed to the advice of the Branch Manager, but remained in the customers lobby and later entered the Manager's cabin. The above allegations if proved amount to gross misconduct under clause 5(c), 5(e) and 5(j) of the Bipartite Settlement.

Secondly, he was in the habit of remaining unauthorisedly absent and is punished four times as detailed in the Charge Sheet. Still, he continued to remain unauthorisedly absent from duty frequently. He sought regularisation of absence by submitting leave applications after reporting to duty; on eight occasions he has not submitted leave applications as detailed in the Charge Sheet. The above allegations if proved amount to misconduct as per Para 5(f), 7(a) and 7(b) of the Bipartite Settlement.

6. During the Domestic Enquiry, though the workman participated, did not avail the assistance of a defence counsel. The corroborating documents pertaining to the charges were taken on record as Ex M-1 to M-24, with his consent.

On behalf of the Management, the then colleague of the 1<sup>st</sup> Party / who was Handling Cash Receipt Department on the relevant date was the first witness. He stated that, the disturbance was caused to him while discharging his duty and due to CSO pushing the cash counter window and thereby preventing him from receiving the cash from customers.

The second witness was the then Senior Manager of the Branch; he stated about 1<sup>st</sup> Party submitting leave application in the Branch on 08.09.2008 which was granted and he left the Branch; after one hour, he returned and started arguing with the Clerk of the Branch; the witness asked him to leave the premises since he was on leave; he came out of the counter to the customer's lounge and started arguing from the lounge with the Bank staff; though requested to leave the Branch, he continued argument in front of customers of the Branch; the witness returned to the Branch to report the matter to the Zonal Office; the CSO came to the cabin and continued argument and caused disturbance to his office work, as well as to other staffs of the Bank; the witness suspects that the CSO was under drunken mood; the witness also gave eye witness account of the confrontation between the CSO and the Clerk at the cash receipt counter / MW-1. The witness named the customers present at the Branch who had witnessed the misbehaviour of the CSO. He identified Ex M-1 / his report to the Zonal Office and also the letters of the customers as Ex M-2.

The third witness for the Management was an independent witness/customer of the Branch. He identified his letter Ex M-2.

The 1<sup>st</sup> Party opted not to cross-examine the Management witnesses and he did not choose to adduce defence evidence.

7. The Enquiry Officer recorded his oral statement. His defence was, on 08.09.2008, he left the Branch after applying for leave but returned with a customer Sh. Shankreppagol / customer of the Branch to enquire regarding realisation of his cheque. The Branch Manager informed him to go back as he was on leave; thereafter, he consulted MW-1 and requested him to convince the Branch Manager in the above matter. MW-1 informed him to come at about 4:00 pm..... he requested to resolve the issue immediately; at that juncture the MW-1 closed the window of cash counter; thereafter, he left the Branch and reported to duty on next date. With regard to the allegation of unauthorised absence, his answer was

*“... I have gone on leave for many times. After completion of leave period I have submitted leave application to the Branch.... Though, I have submitted leave applications.... I do not have any proof for having submitted leave application to the Branch”*

Appreciating the oral and documentary evidence, the Enquiry Officer found the 1<sup>st</sup> Party guilty of the charges in his Enquiry Report. The Enquiry Report was marked to the Workman proposing the punishment of “‘discharge’ from service of the Bank with superannuation benefits and without disqualification from further employment as Clause 6(d) of the Memorandum of settlement on disciplinary procedure ...”

8. The 1<sup>st</sup> Party submitted his reply and he was given personal hearing also. His defence did not convince the Disciplinary Authority. The workman had stated that, he had submitted leave applications in all cases, probably the leave applications submitted might have been lost; due to prolonged illness of psoriasis, he went on leave frequently and had submitted leave application and Medical Certificate. The Disciplinary Authority has noticed from records that for the absence of going on pilgrimage also he had sought regularisation of absence on sick grounds, for which he had no answer. The Disciplinary Authority concurred with the enquiry finding and held the 1<sup>st</sup> Party guilty of all the allegations stated in letter of charges dated 10.02.2009. Referring into his past records he observed that even after imposition of various punishments on earlier occasions, he failed to mend his conduct and thereby proved himself to be a person not amiable to discipline and confirmed the proposed punishment.

The Appellate Authority has rejected his appeal vide considered Order dated 19.03.2010.

The enquiry finding regarding second charge is entirely based on admitted documentary evidence. With regard to the first charge, the aggrieved witness's statement corroborated by the statements of one of them two eye witnesses weighed upon the Enquiry Officer. One of them was an independent witness. By not cross-examining the witnesses, the 1<sup>st</sup> Party allowed their evidence to go on record intact. Thus, the enquiry finding which is entirely based on the evidentiary material cannot be found fault with.

The first charge proved against him amounts to insubordination which is an act prejudicial to the interest of the 2<sup>nd</sup> Party Bank. He was imposed minor punishments on eight occasions with regard to his unauthorised absence, and on other eight occasions he had not at all submitted his leave application. The Disciplinary Authority in the body of its Order had noticed that during the period of about 2 years and 7 months between 12.12.2005 and 14.07.2008 he remained unauthorisedly absent on 27 occasions aggregating to 638 days. Unauthorised absence of the employees is bound to dislocate both the administration and also day to day business of Institution. The 1<sup>st</sup> Party by his persistent conduct of unauthorised absence has proved himself incorrigible. There is no good ground to interfere with the quantum of punishment also. Hence,

#### **AWARD**

**The reference is rejected.**

(Dictated to o/s LDC, transcribed by her, corrected and signed by me on 05<sup>th</sup> May, 2020)

JUSTICE SMT. RATNAKALA, Presiding Officer



नई दिल्ली, 22 मई, 2020

**का.आ. 417.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 69/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.05.2020 को प्राप्त हुआ था।

[सं. एल-12012/38/2008-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 22nd May, 2020

**S.O. 417.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 69/2008) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen, received by the Central Government on 22.05.2020.

[No. L-12012/38/2008-IR(B-II)]

SEEMA BANSAL, Section Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 05<sup>TH</sup> MAY 2020

PRESENT : JUSTICE SMT. RATNAKALA, Presiding Officer

### CR 69/2008

#### I Party

Sh. A. Markhandan Raju,  
No. 108, Eshwar Layout,  
Near RBI Layout,  
Bangalore - 560062.

#### II Party

The Zonal Manager,  
Bank of India,  
Karnataka Zone,  
No. 11, K.G. Road,  
Bangalore - 560009.

### Appearance

Advocate for I Party : Mr. Muralidhara

Advocate for II Party : Mr. Pradeep S. Sawkar

### AWARD

The Central Government vide Order No. L-12012/38/2008-IR(B-II) dated 25.08.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

**“Whether the action of management of Bank of India, Bangalore service branch, Karnataka Zone, Bangalore, Karnataka vide order No. KZO/AGM/DA/BR-227(B)616 dated 29.11.2005 in dismissing Sh. A. Markhandan Raju from service without notice w.e.f. 29.11.2005 is justified and legal? To what relief the workman is entitled?”**

1. The former employee of the 2<sup>nd</sup> Party Bank has raised the dispute aggrieved by the order of the employer in dismissing him from service as a measure of Disciplinary Action, consequent upon the charges framed against him came to be proved in a Departmental Enquiry.

He claims that, the Enquiry Officer did not hold the enquiry in accordance with the procedure contemplated by the Bipartite Settlement, he was not given proper opportunity to defend himself against the charges, with a closed mind and prejudice, biased Enquiry Officer held him guilty of the charges, though there was no evidence against him, the findings are perverse; the Disciplinary Authority mechanically accepted the findings of the Enquiry Officer and imposed maximum penalty of dismissal from service. The punishment is harsh, excessive and highly disproportionate viz a viz misconduct alleged against him; he is unemployed and has a dependent family.



2. The 2<sup>nd</sup> Party in their counter statement justified the action taken by them while refuting the allegation levelled against the procedure of the enquiry, the findings of the Enquiry Officer and the punishment order under question.
3. The Domestic Enquiry conducted against the workman, is held fair by this Tribunal vide order dated 09.08.2019, while adjudicating Preliminary Issue.
4. Both parties have submitted their arguments.
5. The workman has adduced evidence stating that after his dismissal he is unemployed and has no source of income.
6. The essence of the charge in the Charge Sheet dated 31.01.2005 against the workman was,

Firstly, while working at Bangalore Main Branch, he entered the impugned names of cardholders (Late Albert Ezra Ezekeil) in the Register and dispatched the said card to the deceased Customer which returned undelivered, since the Customer expired, indicating that he allegedly removed ATM Card and PIN Mailer of the said customer; by taking advantage of single node / Terminal being shared by Mrs. Radha Raghavan and himself, he deceitfully posted and authorised a fictitious entry of Rs. 3,00,000/- in the SB A/c No. 3572 of Late Albert Ezra Ezekeil; he misused stolen ATM Card on various dates and fraudulently withdrew from the SB A/c No. 3572 and misappropriated funds to a tune of Rs. 3.03 Lakh.

Secondly, he misutilized the credit card facility issued to him, overdraw huge amounts for most of the periods from June 2003 to June 2004 which was beyond his means.

Thirdly, he owned seven credit cards / charge cards of different Banks including BOI and availed huge amounts through credit cards from the Banks. He availed various loan facilities from seven Banks and Financial Institutions amounting to Rs. 2,15,000/-, during December 2002 to August 2003 and also Rs. 1,00,000/- from staff credit society, the excessive borrowings were beyond his means, since he had to repay the creditors and said conduct amounted to financial indiscipline; his monthly take home salary was Rs. 2,264/- whereas during 29.12.2003 to 08.01.2004 he had deposited huge amounts in his SB and OD Accounts which was disproportionate to his known source of income.

7. During enquiry on behalf of the prosecution seven witnesses were examined and as many as 42 documents were marked as ME-1 to ME-42.

Though no oral evidence was adduced for the defence, one document / the representation of the CSE, produced on his behalf was marked in evidence.

Both parties submitted their argument.

8. In his representation (supra) he had pleaded not guilty in respect of Charge No. 1 and admitted Charge Nos. 2 and 3.

9. The Enquiry Officer recorded his finding that Charge No. 1 alleged against the CSE stands proved. The Disciplinary Authority conferred with the Enquiry finding and proposed the punishment of '*Dismissal without notice*'. Personal hearing was given to the workman to submit his representation; the workman pleaded that he has not committed any fraud, he is a Sub-Staff promotee and has a dependent family and pleaded for reversion of the proposed punishment of dismissal. But the Disciplinary Authority without finding any extenuating circumstance to reconsider the proposed punishment proceeded to confirm the punishment of Dismissal from service, on finding him guilty of the first charge. The Appellate Authority though provided him opportunity of personal hearing, however did not find any ground to interfere with the punishment order.

10. Before this Tribunal Sh. MD for the 1<sup>st</sup> Party submits that, none of the witnesses had given statement holding the 1<sup>st</sup> Party responsible for the fraudulent money transfer; they did not cite his name also. MW-3 was the Cashier / Clerk and it is only he who is possibly responsible for the misconduct of drawing amounts from the deceased Account Holders Account. Learned counsel also submits that there was no discussion in the Enquiry Report in respect of Charge Nos. 2 and 3 and Enquiry Officer had proceeded by assuming that the 1<sup>st</sup> Party admitted the Charge Nos. 1 and 2. He is now superannuated and ever since the date of his dismissal he is unemployed and monetary benefit may be awarded, in respect of the services lost by virtue of the punishment order from the period of his dismissal to the date of his superannuation.

11. Sh. PSS for the 2<sup>nd</sup> Party in his detailed written statement has discussed in detail the evidence placed by the witnesses in respect of Charge No. 1 and submits that on a careful consideration of the evidence, the Enquiry Officer has concluded that the Charge No. 1 stands proved. Since, he had admitted his guilt in respect

of Charge No. 2 and 3 the Enquiry Officer gave his finding in respect of Charge No. 1 only. Since the punishment order is founded on the charge No. 1 only, it is not expedient to ponder over charge No. 2 and 3.

12. I have gone through the Enquiry Records to locate tangible evidence in proof of Charge No. 1?

13. MW-1 was working at Bangalore Main Branch between August 2002 to June 2003 in ATM Card Department; as per his statement he used to take assistance of the CSE at times when customers come to receive the Card or PIN Mailer of earlier period, since he has handled Card Department previously; many persons who handled the Department had access to the Card and PIN Mailer. The ATM card of Mr. Albert Ezra Ezekeil had returned undelivered with remarks 'Addressee Expired'. However, he had stated that he does not suspect any staff in loss of PIN Mailer / ATM Cards.

MW-2 was working at Bangalore Main Branch at the relevant time as an officer; he stated that it was a post VRS situation when ATM Card was introduced, the PIN Mailers received were neither in A/C number sequence nor in alphabetical sequence, for sorting these PIN mailer he was provided with the service of the CSE among others; on the basis of the ME-4 (Xerox copy of the register opened for recording the PIN Mailers received and delivered) he deposed that PIN mailer had not been delivered to the Cardholder as the relevant Register did not bear the required signature; he identified ME-6 Xerox copy of the letter from Department of Post in reply to the Branch letter advising return of an envelope addressed to Sh. Albert Ezra Ezekeil with remarks 'addressee expired'. He opined that the Postal Department was unable to confirm the date of delivery and the person who received the returned envelope. The CSE was able to identify the Customer and make delivery of the PIN as he knew the arrangement of PIN mailers. Further from the statement of account of S.B A/c No. 3572 he deposed that the account was inoperative between 09.08.1994 to 28.08.2003 except for interest credits to the Accounts; it had a debit of Rs. 3,900/- with a description ATM Offline. There was a credit of Rs. 3,00,000/- by transfer on 04.12.2003; from 06.12.2003 onwards there are continuously withdrawals through ATMs till 05.01.2004. Undelivered cards were received by the Daftary who used to sit in the Department for safekeeping in the Almirah, in his absence any one near to his seat would receive the letter from the Postal Authorities / Speed Post; when the Officer of ATM was busy, the work was given to others for delivery of PIN mailer, as it had to be done on identification and delivery. He knew some Officials whose assistance he was taking. He further deposed the arrangement made because of shortage of systems at the Branch. Accordingly, no separate computer was provided to the TT Department; a monitor was placed at a convenient position between the two tables of TT Department with only keyboard being moved to the respective seats.

MW-3 was the Staff Clerk in the Main Branch, his evidence was TD/TC 1054 were posted under his user code OP180, when questioned about the time gap between posting the TD/TC 1054, his explanation was, it was due to different type of works relating to Customers. With regard to transfer entry of Rs. 3,00,000/- his statement was he used to post entries only on the strength of vouchers and had presumably logged out after posting TD 1054 at 2.20 p.m. He did not take the onus of posting the vouchers of Rs. 3,00,000/- he could not name any other Official with certainty who could have posted those entries after he logged out of the system. The witness was recalled to identify the statement given by him as ME-44 addressed to the AGM and Disciplinary Authority. He explained that he was made responsible for the loss of Rs. 3,00,000/- and in the said statement he had denied the charges.

MW-4 was the Officer from the Information System Audit Cell Inspection and Audit Department, ME-1 was his Report regarding the fraud detected by him during his IS Audit of Bangalore Main Branch during the period 14 to 16 June 2004. According to him any staff could have access to both undelivered cards and PIN Mailers. He deposed about coming across the abnormal entry crediting SB A/c No. 3572 while helping the Branch in reconciling GL A/c reimbursement of TTs discounted and on further verification of the Bank records pertaining to the said Account. According to him lapses as reported by him in ME-1 cannot be known to an external person, however he did not suspect the role of any Official from the Branch in the alleged fraudulent transaction. He admits the suggestion that most of the transaction pertaining to SB 3572 were withdrawals and were transacted out of Branch working hours.

MW-5 was the Staff Officer she deposed that, she was working in TT Department and on 04.12.2003 the CSE was her assistant, telephone was working at AGM's cabin and at Administration Department placed at two ends of the hall; being the Authorised Officer in the Department she was required to go herself to the telephone to take message of incoming calls of Branches; she identified ME-19 copy of the TT Register maintained at TT Department and identified the handwriting of the CSE in the register pertaining to 04.12.2003, inward TT messages with details of the branch amount, name of the Bank, test number and respective branch serial number, from the texted message. She identified ME-36 / copies of the REIMTT vouchers of 04.12.2003 prepared by CSE and signed by her and posted in the system by the TT Department Assistant with TT and TC number bearing Nos. 950, 952, 954, 956, 957, 959, 960 and 962 which are reimbursement to various Banks. She further identified ME-20 / non-system generated transfer book of

04.12.2003; ME-21 / copy of the transfer set number 1054 and stated that ME-21 and 20 do not match with each other, there is one extraneous entry of debit and credit of Rs. 3,00,000/- each in TD / TC 1054 in ME-20; she identifies ME-18 / Dump Reports of 04.12.2003 for specific transfer set of TD / TC 1054, she found abnormality at ME-18 in the second debit entry, first credit entry with no reference number and they were authorised under her code but not authorised by her, since they were posted by 14.55 hrs whereas REIMTT Accounts gets completed by 12.30 p.m; she was only able to say that someone with close access to her node / Department and TT Department functioning could have posted / authorised those entries. She further stated some person with knowledge of TT Department functioning sitting close to her knowing her password with repetitive observation while logging on could have used her code; the node was shared in the Department when she had left the seat without logging out the computer completely.

MW-6 was working as DCM A&S in the Branch at relevant point of time. His evidence pertained to the statement of SB Accounts of the 1<sup>st</sup> Party between 01.01.2003 to 28.02.2005 reflecting transactions of Cash Deposits and payments to various Banks.

MW-7 was the Staff Clerk at the Branch, she identified ME-21 pertaining to TD 1054 and also TC 1054 posted by CTO and authorised by her and ME-18 Dump Record of 04.12.2003; she deposed that debit and credit voucher of Rs. 3,00,000/- was missing in the transfer set of ME-21 which appeared in ME-18.

14. The Enquiry Report is cryptic and hypothetical without critical analysis of the evidence. The onus of fictitious transfer entry of Rs. 3,00,000/- is made to point towards the CSE only for the reason that *he was looking after the ATM card register and was aware of the non-deliverance of the impugned card, he was aware of the arrangement of the PIN mailers, he was sitting in promoxity with MW-3 and MW-5 and was in the best position to manoeuvre posting as well authorisation of the fictitious entry of Rs. 3,00,000/-, he deposited huge amounts in his SB and OD Accounts from December 2003 to January 2004 during the relevant period, these deposit were disproportionate to his known source of income.*

Taking a clue from the dire financial distress the CSE was undergoing, the Enquiry Officer holds him guilty of the first charge and records that he fraudulently withdrawn the money.

15. I am unable to subscribe to the above finding. Of course, there was no direct evidence pertaining to his complicity in the misconduct alleged in the first charge. But the so called circumstantial evidence was very feeble and was unable to form a loop that could be fastened around the neck of the CSE to hold him responsible for the fraudulent withdrawal. Had if, the Disciplinary Authority had founded the Punishment Order in respect of the Charge Nos. 2 and 3 which was admitted by him there was some scope to justify the Disciplinary Action with further scope to look to the proportionality of the punishment. Unfortunately the Disciplinary Authority harped upon the finding of the Enquiry Officer by presuming as below:

*...As such the Enquiry Officer is justified in holding him guilty of gross misconduct as alleged vide Charge Sheet dated 31.01.2005.*

In fact, the findings and conclusion of the Enquiry Officer read thus .....*upon a careful consideration of the evidence adduced by the Presenting Officer in support of the charges and those adduced by the Defence Representative in defence of the charges, the undersigned concludes that Charge No. 1 alleged against the CSE stands proved.*

Signed (Enquiry Officer).

16. Though it was observed that he had admitted charge No. 2 and 3 there was no independent application of mind by the Enquiry Officer about,

- (i) Whether the charges alleged is sufficient to hold him guilty of not maintaining financial discipline in terms of Para 5(j) of Bipartite Settlement dated 10.04.2002?
- (ii) Whether it amounts to gross misconduct / minor misconduct under Para 5(j) and Para 7(1) of the Bipartite Settlement?

17. The reasoning assigned by the Disciplinary Authority for holding him guilty of the misconduct by itself discloses that the evidence placed during the enquiry was not revisited /re-appreciated. Thus, the action taken by the 2<sup>nd</sup> Party against the 1<sup>st</sup> Party workman is not legal.

18. The workman has crossed the age of superannuation long back, though no punishment is imposed on him by the 2<sup>nd</sup> Party in particular reference to the misconducts 2 and 3 admitted by him, I am of the opinion that the said admission needs to be counted upon for moulding relief. In the circumstance while interfering with the punishment order of dismissal from service, a monetary compensation equivalent to 50% of his back wages

from the date of his dismissal till the date of his superannuation with terminal benefits is sufficient relief for him under the Award.

### AWARD

**The reference is accepted.**

The action of the Management of Bank of India, Bangalore service branch, Karnataka Zone, Bangalore, Karnataka vide orderNo. KZO/AGM/DA/BR-227(B)616 dated 29.11.2005 in dismissing Sh. A. Markhandan Raju from service without notice w.e.f. 29.11.2005 is not legal.

2<sup>nd</sup> Party / Management is directed to treat him on duty from the date of his dismissal till the date of his superannuation and pay monetary compensation at the rate of 50% of his back wages from the date of his dismissal till the date of his superannuation with terminal benefits to the 1<sup>st</sup> Party workman Sh. A. Markhandan Raju within 60 days from the date of publication of the Award in the official gazette, failing which the amount shall carry future interest at the rate of 6% per annum.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 05<sup>th</sup> May, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 22 मई, 2020

**का.आ. 418.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 22/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.05.2020 को प्राप्त हुआ था।

[सं. एल-12012/7/2008-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 22<sup>nd</sup> May, 2020

**S.O. 418.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2008) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 22.05.2020.

[No. L-12012/7/2008-IR(B-II)]

SEEMA BANSAL, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 04<sup>TH</sup> MAY, 2020

**PRESENT:** JUSTICE SMT. RATNAKALA, Presiding Officer

#### CR 22/2008

#### I Party

Sh. R. Venkatesh Murthy,  
S/o Late M. Rajagopal,  
No.9-A, Brindavan Layout,  
Chikkalasandra Sub-Main Road,  
Padmanabhanagar,  
Bangalore - 560 061.

#### II Party

The General Manager (P),  
Bank of Baroda,  
Regional Office, P.B. No. 2619,  
H.J.S Chambers,  
3<sup>rd</sup> Floor, No. 26, Richmond Road,  
Bangalore - 560 025.

#### Appearance

Advocate for I Party : Mr. Muralidhara

Advocate for II Party : Mr. Ramesh Upadhyaya



**AWARD**

The Central Government vide Order No. L-12012/7/2008-IR(B-II) dated 19.03.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

**“Whether the action of the management of the Bank of Baroda, Regional Office, Bangalore, Karnataka in removing Sh. R. Venkatesh Murthy, Ex-Clerk from services with superannuation benefits without disqualification from future employment w.e.f 02.08.2005 is justified and legal? If not, what relief the workman is entitled to?”**

1. The 1<sup>st</sup> Party workman herein is the Ex-employee of the 2<sup>nd</sup> Party Bank whose service is terminated as a measure of Disciplinary action consequent upon the allegations charged against him, came to be proved in a Departmental Enquiry. Before this Tribunal he is assailing the procedure of enquiry, findings of the Enquiry Officer and the legality of the Punishment Order which was founded on the enquiry Report. He has stated that, on the very same set of charges CBI registered FIR against him and without waiting for the outcome of the Criminal investigation, the 2<sup>nd</sup> Party hurriedly initiated Departmental Enquiry. The finding of the Enquiry Officer is perverse. The Disciplinary Authority did not consider the fact that the CBI dropped the proceedings against him. He had unblemished past records and the punishment imposed is harsh and excessive. He has no means of livelihood and not gainfully employed.

2. The 2<sup>nd</sup> Party in their counter statement refuted all allegations while justifying the action taken against the workman.

3. Vide order dated 08.07.2013 the Domestic Enquiry conducted by the 2<sup>nd</sup> Party against the 1<sup>st</sup> Party is held fair and proper.

4. The 1<sup>st</sup> Party workman has adduced evidence about his unemployment subsequent to his removal from service.

5. Both parties have advanced their respective arguments.

6. Sh. MD for the 1<sup>st</sup> Party during the course of his argument submits that, initially 1<sup>st</sup> Party workman was a Sub-staff who was promoted to the Grade of Cashier and had put in 22 years of unblemished service. Allegation pertains to the period while he was working in the Clearing Department i.e. physical clearing, there was no unusual transaction in the postings. As could be noticed from the documentary evidence, there are only 16 transactions during the period of 8 to 10 months. During enquiry MW-1 has accepted that CSE might have worked in the clearing Department. The roster of allocation of duty was incorrect. He had not volunteered to work in clearing section. It may be due to typing mistake he wrongly posted unusual transaction in staff related SB Account No. 8212 of Mrs. Yamuna Kalyani. Even the Enquiry Officer has inferred that it was a typographical mistake. He has not made any benefit when the instruments for which credit was given were returned unpaid and were not debited to respective Saving Bank Account. With regard to the allegation of owning disproportionate wealth, it has come in the evidence of MW-1 that the credits were from known source. As regards operation of several credit cards is concerned it is not at all a misconduct under Bipartite Settlement. Considering the nature of the offence the punishment of removal from service is highly disproportionate. Hence, he may be reinstated to his post with continuity of service and proportionate back wages.

7. In reply Sh. RU submits that the finding of the Enquiry Officer is entirely based on the evidentiary material. Since no traces of bias or arbitrary finding could be found in the Enquiry Report, the Tribunal cannot intervene with the punishment order and the quantum of punishment is also proportionate viz a viz the nature of the offence proved.

8. The allegation in the charge sheet dated 27.02.2004 was to the effect,

- (i) That, while workings as a Clerk as per the job allocation, attending to OBC/Government business, Despatch Department from 16.08.1999 till his suspension he had posted vouchers in the LAN system (as listed in the Charge Sheet). He regularly posted unusual transactions in staff related SB A/c No. 8212 and SB A/c No. 7331 / Mrs. Yamuna Kalayani and Mr. P. Raju (Manager under suspension). But he was not assigned the said work of SB clearing credit postings. He prepared the voucher dated 30.03.2002 for Rs. 47,860/- by himself; said voucher returned unpaid and were not debited to respective SB A/c, resulting in loss to the Bank. Despite knowing the unusual transaction he did not bring the same to the notice of Senior Branch Manager and is a party to dubious transactions. Further he posted irregular transfer entries of

huge amounts vouched by Sh. P. Raju (Manager under suspension) in the LAN system. He did not bring these transactions to the notice of the Senior Branch Manager.

- (ii) Large number of entries is observed in his SB Account totalling to Rs. 2.75 lakhs and cash deposits of Rs. 4,66,910/- between 15.10.1999 to 26.08.2002, which are disproportionate to his known source of income.
- (iii) Total turnover of Rs. 17.80 lakhs was found in his SB Account 6183 between 01.06.1999 to 19.10.2002; his net salary is Rs. 5,300/- per month approximating Rs. 2.12 lakhs during the above period. There were entries pertaining to credit cards in his SB Account, he had borrowed Rs. 1,00,000/- from Standard Bank and paid the monthly instalments at the rate of Rs. 3,691/-. The transactions by the credit cards are disproportionate and excessive. He misutilised the funds laying in an inoperative account for his benefit; on 06.07.2001 an amount of Rs. 900/- was transferred from the inoperative SB A/c No. 7197 of Sh. C Hemanth Reddy to his SB Account No. 6183 without specific authority from the account holder; on 23.08.2002 proceeds of cheque No. 80567 for 27,000/- drawn on SB A/c No. 7105 of Sh. Dinesh Babu at Jayanagar Branch of 2<sup>nd</sup> Party is credited to his SB A/c 6183 and was used to get clearance of inward clearing cheque received for Rs. 25,000/-, in his SB A/c No. 6183 on the same day. The instrument was not sent for clearance on the same day, but cleared on 02.09.2002 at Jayanagar Branch. On 02.09.2002 cheque No. 320184 for Rs. 20,000/- issued by Sh. S. Babu on his account No. 10244 at Fraser Town Branch was credited to his account by debiting GL-DDs drawn on Service Branch Account and an amount of Rs. 22,000/- was drawn in cash on the same day, but the balance in the SB A/c No. 10244 was only Rs. 1,137/- on 02.09.2002. The cheque was debited at Fraser Town Branch on 05.09.2002 by depositing Rs. 22,000/-. Thereby Bank's funds was misutilised for 10 days.
- (iv) On 16.09.2002, a local cheque of Rs. 20,000/- was debited to GL-DD drawn on Service Branch Account and credited to his SB A/c No. 6183, an amount of Rs. 18,000/- was withdrawn in cash and entry was reversed on 21.09.2002, thus, he misutilised the Bank's funds for 5 days.
- (v) On 18.09.2002, proceeds of cheque No. 80570 for Rs. 34,900/- drawn on SB A/c No. 7105 of Sh. Dinesh Babu at Jayanagar Branch was credited to his SB A/c No. 6183 and the amount was drawn on the same day; the instruments were paid at Jayanagar Branch on 26.09.2002. Knowing fully well the Bank's guidelines not to draw funds before realisation of the cheque, he had misutilised the funds for 10 days.

9. The then Senior Manager of the Bank was examined for the Management and 49 documents were marked for them.

During the enquiry, the CSE had the assistance of a co-employee.

The 1<sup>st</sup> Party examined one of his co-employee and marked 26 documents, he identified the signatures borne on many of the defence documents as that of the then colleagues of the 1<sup>st</sup> Party.

10. After cross examination of the defence witness, he was questioned on the incriminating evidence appearing against him by the Enquiry Officer. During the course, he reasoned out about lending huge amount to Mr. P Raju against Demand Promissory note; P Raju had given a D P note to him though he had not insisted for the same. Said Mr. P Raju has refunded the amount received from him; since he was not aware of the Rules and Regulations of the Bank, he did not bring to the notice of the Branch Manager about his transactions with Mr. P Raju. At the request of Mr. P Raju in good faith he had posted series of transactions without knowing that they are fake; during the relevant time i.e. early decade of 1990, he was engaged in construction of house and had to raise loan for the construction and had taken loans by using his credit cards. At the request of Hemantha Reddy he transferred Rs. 900/- from his SB account without knowing that it was an inoperative account; he had not all at seen Mr. Dinesh Babu when the cheque for Rs. 34,900/- from the Account of Dinesh Babu was given to him by Mr. P Raju. His wife was doing Saree Business and her earning is credited to his account, he had availed housing loan thus, there was huge turn over in his account. His final statement was Mr. P Raju exploited his confidence; he was ignorant of the Banking Rules.

11. Perused the Enquiry Report.

12. The Report of the Enquiry Officer is very analytical; he has referred the corroborating documentary evidence while recording his finding in respect of each allegation. Likewise, he has also noted the defence in respect of each allegation, and has reasoned out while disagreeing with the defence. Closing statement given by the workman is counted upon for recording the finding. Thus, he has found that the 1<sup>st</sup> Party though was primarily engaged in OBC Department, at the request of Sh. P Raju posted the 17 vouchers in question. He did not accept the explanation offered by the CSE that he had merely obeyed the instruction of Higher Authority for

the reason that, there was regular incumbent in the clearing department during the relevant time; any employee with ordinary prudence would definitely raise doubt and question about the transactions as it was repetitive in nature and was of high amounts and the request was made by a single officer; he has drawn inference from the statement given by the CSE that he had admitted that all those transactions were fraudulent transaction. It has surfaced during the enquiry that Mrs. Yamuna Kalyani is none other than the wife of Sh. P Raju. It was established by prosecution evidence that the instrument pertaining to seven fraudulent transactions were returned unpaid and were not debited to respective accounts.

13. It was further observed that the vouchers are prepared by Mr. P Raju, he only had signed the Attendance Register and he had done the reconciliation job at the Branch, though the posting of 14.06.2002 was after Banking hours. Still the Enquiry Officer did not bail out the workman. It was brought out that during exigency, an Officer of the other Branch will be called to assist at the middle of the day and during the exigency sometimes officers and staffs work upto late hours. The CSE had attempted to defend himself on the ground that posting by him was legitimate and someone who was incharge of reconciliation if not Mr. P Raju have prepared many of the vouchers. But said contention was also not endorsed, since it was established that CSE only had posted the vouchers which were prepared by Mr. P Raju and the CSE as a person of ordinary prudence did not bring the matter to the notice of the Senior Manager. The inference was drawn to the effect that seventeen vouchers thus prepared by Mr. P Raju of huge amounts on 14.06.2002, 15.07.2002 and 16.07.2002 are posted by CSE perhaps both of them were aware of the nature of the transaction, CSE himself had admitted lending huge money to Mr. P Raju and was found in possession of Demand Promissory Note executed by Mr. P Raju in his favour.

14. The Credit turnover maintained by him singly / jointly in three accounts was a big amount of Rs. 21,30,903/- during the period 01.06.1999 to 19.10.2002 viz a viz his net salary of Rs. 1,30,000/-. Even if the other known source of his credit i.e. leave encashment, reimbursement of LTC and medical bill etc., were considered, the aggregate turnover was disproportionate. His contention that the transaction in question was inclusive of the saree business transaction by wife and his rental income, that did not convince the Enquiry Officer, since they were commercial in nature and the SB Account cannot be the route, it required separate Current Account; the Enquiry Officer has observed that during the relevant period his three SB Accounts were hyper active and the CSE did not disclose the source for these transactions. CSE had disclosed the source of those transactions to the Branch Manager. In one transaction an amount of Rs. 17.80 Lakhs was routed through his SB Account 6183.

With regard to transferring Rs. 900/- from an inoperative account, CSE had produced a letter allegedly from by the holder of the inoperative account and it was also his contention that it was not an inoperative account. The Enquiry Officer did not find merit in his argument since from inoperative account credits may be made but not the debits, though instructed CSE did not examine Mr. Hemanth Reddy the Account Holder of the inoperative account or the Officer of the Bank as witnesses on his behalf. It was also noticed that the signature found in the letter (DE-1) of the inoperative account differed from the signature in the Bank record.

15. With regard to the allegation of misutilisation of the Bank's fund for 10 days in respect of the cheque of Mr. Dinesh Babu, the defence was, said cheque was given as repayment of the loan of Rs. 80,000/- taken by Mr. P Raju from the CSE. But same was unable to persuade the Enquiry Officer and was rejected as an afterthought. It was evident from the documents that the cheque was realised after 10 days of the credit that impressed the Enquiry Officer to infer that the instrument was deposited only for the purpose of honouring the cheque presented in inward clearing to the SB account of the CSE.

The allegation made in item no. 7 was similar to that of item No. 6. The undisputed documentary evidence was available that a cheque of Rs. 20,000/- drawn on Bank's Fraser Town Branch in the account of Mr. S Babu was deposited on 02.05.2002 by the CSE and the amount was drawn on the same day; though it was a clearing instrument, the instrument was paid to the debit of G/L DD drawn on service Branch; it was honoured at Bank's Fraser Town Branch on 05.09.2002, naturally the Bank was out of funds for few days and the Bank has lost interest.

16. With regard to the allegation regarding the transaction of 16.09.2002 whereby amount of Rs. 20,000/- was credited to the account of the CSE and was withdrawn by him on the same day and subsequently after 5 days the entry was reversed, there was no defence at all. However, the Enquiry Officer observed that any sensible employee shall check his SB Account periodically and report if any extraneous / abnormal credit is routed through his/her account; the CSE without reporting the matter had withdrawn the amount.

The last allegation pertaining to the transaction of Rs. 34,900/- pertaining to the SB Account of Mr. Dinesh Babu of Bank's Jayanagar Branch was also established by documentary proof, thus, the Bank was out of fund for 8 days and lost interest.



17. On the above, Charge No. 1, 3, 4 and 5 were held proved amounting to misconduct under Para 5(j), Para 5(l), Para 7(c) and 7(l) of Bipartite Settlement. With regard to Charge No. 2 since there was no evidence with regard to misconduct of damaging or attempting to cause damage to the property of the Bank contemplated by 5(d) of Bipartite Settlement said charge was held not proved.

18. Enquiry Report was marked to the workman proposing the punishment of '*be removed from service with superannuation benefits i.e. pension and / or PF and gratuity as would be due otherwise under the Rules or Regulation prevailing at the relevant time and without disqualification from future employment in addition to warning*'. And he was given opportunity to show cause against the nature of proposed punishment. He appeared before the Disciplinary Authority with his representative, the Disciplinary Authority on consideration of the defence viz a viz the Enquiry Records confirmed the proposed punishment in respect of the misconduct proved under Para 5(j) and Para 5(l) of Bipartite Settlement and bailed him out in respect of the misconduct under Para 5(d) of the Bipartite Settlement. In respect of three minor misconducts under 7(c) (l) (d) he was warned. His appeal went in vain.

19. Before this Tribunal the 1<sup>st</sup> Party placed on record his evidence to the effect that, the punishment amounts to illegal victimisation and since his removal from service he is not gainfully employed.

20. I am convinced that the entire finding is founded on the evidentiary material, with due consideration of the defence offered by the CSE. The Enquiry Officer has scrutinised the evidence meticulously and drawn judicious inference. CSE has made attempt to pass on the onus on Sh. P Raju who was the Joint Manager and pleads ignorance of Rules and Regulations of the Bank. It appears by the time enquiry was conducted said Mr. P Raju has already been dismissed from service. When it comes to the question of misconduct his back ground of being promoted from the Cadre of a Sub-staff is not of relevance, it is the elementary common sense that ignorance of law is no excuse. The proceedings before this Tribunal not being in the nature of an appeal, when the fairness of the Domestic Enquiry is found to be proper and the finding is based on evidentiary material tabled before the Enquiry Officer the only point for consideration at this Stage is the proportionality of the punishment order. He is not dismissed from service but removed with superannuation benefits. In my opinion said punishment is neither excessive nor harsh when compared to the nature of the allegations proved against him. There is no illegality in the action taken by the Management of Bank of Baroda against the 1<sup>st</sup> Party workman Sh. R Venkatesh Murthy.

#### AWARD

**The reference is rejected.**

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 04<sup>th</sup> May, 2020)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 22 मई, 2020

**का.आ. 419.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकत्ता के पंचाट (संदर्भ सं. 21/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.05.2020 को प्राप्त हुआ था।

[सं. एल-12011/02/2014-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 22nd May, 2020

**S.O. 419.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the management of UCO Bank, and their workmen, received by the Central Government on 22.05.2020.

[No. L-12011/02/2014-IR(B-II)]

SEEMA BANSAL, Section Officer

## ANNEXURE

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 21 of 2014**Parties:** Employers in relation to the management of UCO Bank**AND****Their workmen****Present :** Justice Ravindra Nath Mishra, Presiding Officer**Appearance:**

On behalf of the Management : Mr. S. Kumar, Manager (Law)

On behalf of the of the Union : Mr. A. Dasgupta, Executive Committee Member Workmen

State: West Bengal.

Industry: Banking.

Dated: 13<sup>th</sup> March, 2020.**ORDER**

By Order No.L-12011/02/2014-IR(B-II) dated 25.02.2014 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

*“Whether the action of the management of UCO Bank by terminating the service of workmen namely Shri Manoj Kr. Biswas and Sri Pratak Karmakar without following statutory rules and regulations is justified or not? What relief the workmen are entitled for?”*

2. In the matter of above reference, the concerned workmen Shri Manoj Kr. Biswas and Shri Pratak Karmakar have filed their statement of claim through UCO Bank Employees' Association pleading therein that Shri Manoj Kr. Biswas and Shri Pratak Karmakar were appointed in Mangalbari Branch of the bank as Daftary and Peon respectively. However, bank did not issue any letter of appointment to them. Their attendance were also not recorded in daily attendance register. Instead of paying scale wages, allowances and other benefits, the bank used to pay them only a consolidated daily wages varying from time to time between Rs.50/= to Rs.150/= only for the actual working days. It is further pleaded that the bank without any rhyme and reason terminated their services with effect from 27<sup>th</sup> May, 2012 without complying with the provisions of Section 25F of the Industrial Disputes Act, 1947. Thus they have claimed that their terminations are *void ab initio* and *non-est* in law. They are entitled to continue in service with full back wages.

3. No written statement has been filed by the bank in response to the statement of claim filed by the workmen. Hence the case proceeded *ex parte* against the management.

4. Though no written statement has been filed on behalf of the bank, the union also did not file any evidence to support the claim of the workmen. As documentary evidence the union has filed acknowledgement book of wages of the two workmen and also debit vouchers of working expenses, but in absence of oral evidence the above two documents which are merely photo copies and prepared on loose papers, they cannot be admitted in evidence to support the claim of the two workmen. It is obligatory on the part of the union to show that the two workmen worked for more than 240 days in a year preceding the date of their termination. Thus, there is nothing on record to show that they worked for 240 days preceding the date of their termination. Therefore, compliance of provisions of Section 25F of the Industrial Disputes Act, 1947 does not arise.

5. In view of above, I come to the conclusion that there is no merit in the claims submitted by the union for the two workmen concerned. Therefore, they are not entitled for any relief.

6. Award is passed accordingly.

Justice RAVINDRA NATH MISHRA, Presiding Officer

Dated, Kolkata,

The 13<sup>th</sup> March, 2020.